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FOURTH DRAFT

PROPOSED USIB AGREEMENT

SUBJECT: Release of Classified Intelligence Materials [REDACTED]
[REDACTED] to Intelligence Contractors

PROBLEM AND DISCUSSION

1. The United States Intelligence Board recognizes that the limited resources of intelligence components of certain member agencies of the USIB has required the increasing use of contractual services as a means of accomplishing intelligence tasks. Existing security regulations (based on Executive Order 10601) prohibit the release of classified intelligence materials produced by one member agency to the contractors of another member agency without the consent of the originator.
2. To perform the intelligence mission of member agencies of the USIB, ^{SECRET} classified intelligence materials originating in various agencies, must be released to the following types of contractors:

a. Contractors actually operating parts of an agency's intelligence data handling system. (Example: [REDACTED])

b. Contractors performing research for the purpose of producing finished or evaluated intelligence materials. (Example: Contractors contributing to portions of the National Intelligence Survey.)

c. Contractors engaged in research and development of improved intelligence equipment and data handling systems. (Examples: [REDACTED])

d. Contractors performing research and producing studies which are of major intelligence interest to the organizations of member agencies of USIB. (Example: [REDACTED])

3. Unilateral agreements between agencies have been negotiated or proposed on an ad hoc basis pertaining to individual intelligence contractors, but the increasing number of intelligence contractors employed by member agencies makes solution of this problem through unilateral arrangements unmanageable. Permission to release classified intelligence materials to intelligence contractors is obtained currently from the originator on a document-by-document basis. The administrative burdens of this method of release are beyond the capabilities of the agencies involved

~~C-O-N-F-I-D-E-N-T-I-A-L~~

4. For reasons noted above, and pursuant to the provisions of paragraph 2, DCID 1/4, 21 April 1968, the following agreement is promulgated by which pertinent classified intelligence materials may be released to intelligence contractors without referral to the originating agency on a case-by-case basis.

AGREEMENT

5. Intelligence material produced by organizations of one member agency of USIB may be released by another member agency to intelligence contractors without referral to the originator provided all of the conditions stated below are met.

a. "Releases" of "intelligence material" under authority of this agreement will be limited to "intelligence contractors" and will be subject to the following definitions:

(1) For purposes of this agreement, releasing of intelligence materials is interpreted to include visual, oral or documentary disclosure of classified information.

(2) Intelligence material as used herein is defined as any document, product or substance on, or in which classified intelligence and intelligence information or classified information pertaining to intelligence activities may be recorded or embodied. "Material" includes everything, regardless of its physical character or makeup. Machinery, documents, apparatus, devices, models, photographs, recordings, reproductions, notes, sketches, maps and letters as well as all other products, substances or materiel fall within the general term "material". Intelligence material, as it applies to the Department of State, shall include any material in which either security classified or administratively controlled information may be recorded or embodied.

(3) Intelligence contractors are defined as individuals, institutions, or private firms, which under a United States Government contract are performing services of an intelligence nature for a United States Government department, agency, bureau, or commission, whose intelligence head is a member of the United States Intelligence Board.

b. Agencies releasing intelligence materials to intelligence contractors under authority of this agreement shall maintain a record of the documents released and shall report such releases to originating agencies upon request.

c. Intelligence materials released to an intelligence contractor under authority of this agreement do not become the property of the contractor and can be withdrawn from the contractor at any time. Upon expiration of the contract,

C-O-N-F-I-D-E-N-T-I-A-L

the releasing agency shall assure that all intelligence materials released under authority of this agreement and all other materials of any kind incorporating data from such intelligence materials are returned to the releasing agency for final disposition.

d. Releases shall be made under this agreement on condition that the releasing agency shall have complied with all aspects of security regulations applicable to contractors. Agencies releasing intelligence materials to contractors will insure that the limitations imposed upon the contractor by applicable security regulations and by this agreement are a part of the contractual instrument between the contractor and the releasing agency.

e. Intelligence materials which are otherwise releasable under provisions of this agreement but which bear the stamp "Restricted Data", shall be released to intelligence contractors only on condition that the releasing agency shall have determined that the facility and all individuals concerned are cleared under applicable security regulations for access to "Restricted Data."

f. The intelligence contractor receiving intelligence materials under authority of this agreement will not release the materials (1) to any activity or individual of the contractors' organization not directly engaged in providing services under the contract, nor (2) to another contractor (including a subcontractor), government agency, private institution or individuals thereof, without the consent of the releasing agency (agency exercising jurisdiction over the contract).

g. For all matters pertinent to this agreement, the channel of communication from intelligence contractors shall be through the contracting USIB member agency to other USIB member agencies.

h. The following intelligence materials will not be released to intelligence contractors without the permission of the originator:

- (1) Materials classified TOP SECRET.
- (2) Materials containing intelligence which reveal sensitive and/or covert collection operations, sources, or techniques
- (3) Materials which pertain to or reveal positions, policies, plans or intelligence operations of a member agency of USIB, including collection operations, sources or techniques.
- (4) Materials which by reason of sensitivity of content bear special markings (such as contained in EX ID 11/2) or warnings which direct limited dissemination or which specifically prohibit dissemination to contractors.

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- (5) Counter-intelligence materials or that material concerning individuals, groups, organizations, situations and trends involving actual or potential espionage, sabotage, subversion or sedition.
- (6) Classified materials marked for handling in special dissemination channels.
- (7) Materials produced as a result of activities described in NSCID-6.
- (8) National Intelligence Estimates and Special National Intelligence Estimates.
- (9) Current Intelligence Digest (CIA).
- (10) Current Intelligence Weekly Summary (CIA).
- (11) The OCI Handbook (Office of Current Intelligence Handbook, produced by CIA).
- (12) Studies in Intelligence (CIA).
- (13) Report projects in the IP & MP series produced by the CIA Office Research and Reports (ORR).
- (14) Intelligence materials produced by J-2, Joint Chiefs of Staff.

6. Changes to paragraph h, above, should be submitted by the originating agency to the Secretary, Committee on Documentation, USIB, who will act upon the request and issue the change as an amendment to this agreement.